

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 17-May-2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N61331	7. ADMINISTERED BY (If other than Item 6) CODE	S4801A

NSWC, PANAMA CITY
110 Vernon Avenue
Panama City FL 32407-7001
angela.maher@navy.mil 850-234-4563

DCMA SEATTLE
188 106TH AVE NE, STE 660
BELLEVUE WA 98004

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Nakuuruq Solutions LLC 3201 C Street Suite 400D Anchorage AK 20171-3223		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5155-HR01 10B. DATED (SEE ITEM 13) 06-Mar-2013
CAGE CODE 3NCA0	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary F Hines, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 17-May-2013
(Signature of person authorized to sign)	BY <u>/s/Mary F Hines</u> (Signature of Contracting Officer)

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add "Pax River, MD" to Section C Performance Work Statement 3.15 Travel. Accordingly, said Task Order is modified as follows: "Pax River, MD" is added to the Section C Performance Work Statement 3.15 Travel. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by \$0.00 to [REDACTED].

The total value of the order is hereby increased from \$ [REDACTED] by \$0.00 to \$ [REDACTED].

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 1 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	The contractor shall provide services for all tasks in accordance with the Performance Work Statement entitled 'Technical Support Services to Naval Surface Warfare Center Panama City Division Prototype Fabrication Shops' and the documents listed in Section J. Base Year. See NOTE A. Funding to be determined. (TBD)	60841.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
400001	Funding for CLIN 4000 PR#1300337893 (WCF)					
4001	The contractor shall provide services for all tasks in accordance with the Performance Work Statement entitled 'Technical Support Services to Naval Surface Warfare Center Panama City Division Prototype Fabrication Shops' and the documents listed in Section J.	67221.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Award Term One
(1). See NOTES A
and B. Funding
to be determined.
(TBD)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Costs (ODCs) in support of CLIN 4000 for the base year. See NOTE C. Funding to be determined. (TBD)	1.0	LO	\$ [REDACTED]
600001	Funding for CLIN 6000 PR#1300337893 (WCF)			
6001	Other Direct Costs (ODCs) in support of CLIN 4001 for Award Term One (1). See NOTES B and C. Funding to be determined. (TBD) Option	1.0	LO	\$ [REDACTED]

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	The contractor shall provide services for all tasks in accordance with the Performance Work Statement entitled 'Technical Support Services to Naval Surface Warfare Center Panama City Division Prototype Fabrication	69360.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 3 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Shops' and the documents listed in Section J. Award Term Two (2). See NOTES A and B. Funding to be determined. (TBD)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Other Direct Costs (ODCs) in support of CLIN 7000 for Award Term Two (2). See NOTES B and C. Funding to be determined. (TBD) Option	1.0	LO	\$ [REDACTED]

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT

For Labor Items contract line items (CLINs) **4000, 4001, and 7000**, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items.

NOTE B: AWARD TERM

CLINs **4001, 6001, 7000, and 9000** may be awarded in accordance with the award term conditions contained in the attached Quality Assurance Surveillance Plan (QASP).

NOTE C: ODCs

Other Direct Costs shall be proposed in accordance with Section L. These items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE"(FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 4 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(End of Text)

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 5 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR TECHNICAL SUPPORT SERVICES TO NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION PROTOTYPE FABRICATION SHOPS

1.0 SCOPE

This Performance Work Statement (PWS) defines the requirements for providing on-site technical support services to the Naval Surface Warfare Center, Panama City Division (NSWC PCD), Prototype Fabrication Shops. The objective of this PWS is to provide NSWC PCD with high quality Prototype Fabrication Shop support services at a reasonable price while maximizing innovation and cost reduction initiatives.

1.1 Acronym List

ANSI	American National Standards Institute
AWS	American Welding Society
CAD/CAM	Computer Aided Design / Computer Aided Manufacturing
CLIN	Contract Line Item Number
CNC	Computer Numeric Control
COR	Contracting Officers Representative
DoD	Department of Defense
DTS	Defense Travel System
ERP	Enterprise Resource Planning
FAR	Federal Acquisition Regulation
HAZMAT	Hazardous Materials
ISEA	International Safety Equipment Association
IT	Information Technology
JPAS	Joint Personnel Adjudication System
METCAL	Metrology and Calibration
MIG	Metal Inert Gas
MSD	Material Safety Data Sheet
MV	Motor Vessel
NAVFAC	Naval Facilities Command
NAVSEA	Naval Sea Systems Command
NSA PC	Naval Support Activity Panama City
NSAPCFLINST	Naval Support Activity Panama City, FL Instruction
NSWC PCD	Naval Surface Warfare Center Panama City Division
NSWCPCDINST	Naval Surface Warfare Center Panama City Division Instruction
P&E	Planning and Estimator
PCO	Procuring Contracting Officer
PII	Personally Identifiable Information
PMP	Plant and Minor Property
PSC	Project Support Craft
PWS	Performance Work Statement
SCC	Service Cost Center
SMAW	Shielded Metal-Arc Welding
T&M	Time and Materials
TIG	Tungsten Inert Gas
WHE	Weight Handling Equipment

2.0 APPLICABLE DOCUMENTS

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 6 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event a conflict between the documents referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. The second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only. Industrial standards are available from the Information Handling Service, Inc at https://login.ihserc.com/login/erc?loginCode=PROCESS_SUBACCT_LOGIN. NAVFAC P-307 is available to Department of Defense (DoD) contractors at <https://nll.ahf.nmci.navy.mil/>. NSWC PCD, NSA Panama City, and NAVSEA Instructions are provided with the solicitation.

2.1 Military Standards: None

2.2 Military Specifications: None

2.3 Other Documents:

- (a) Naval Support Activity Panama City FL Instruction (NSAPCFLINST) 5560.2C Naval Support Activity Panama City (NSA PC) Motor Vehicle Traffic Regulations dated 16 Mar 2009
- (b) NSAPCFLINST 3140.1B Destructive Weather Plan dated 02 Dec 2008
- (c) NSWCPCD Instruction (NSWCPCDINST) 5100.33B Hazardous Materials Management Plan dated 17 Apr 2010
- (d) NSWCPCDINST 5100.34B Naval Surface Warfare Center, Panama City Division (NSWC PCD) Safety Program dated 22 Sep 2011
- (e) NSWCPCDINST 5296.1D Overall Management of Weight Handling Equipment Program dated 21 Jul 2011
- (f) NSWCPCDINST 5296.2 Management of Forklift Safety Program dated 03 Feb 2009
- (g) American Welding Society (AWS) D1.1, Structural Welding Code – Steel 22nd Edition dated 01 Jan 2010
- (h) AWS D1.2, Structural Welding Code – Aluminum 5th Edition dated 01 Jan 2008
- (i) American National Standards Institute (ANSI) / International Safety Equipment Association (ISEA) Z89.1 American National Standard for Industrial Head Protection dated 01 Jan 2009
- (j) ASTM International F2413 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear dated 01 Jul 2011
- (k) Naval Facilities Command (NAVFAC) P-307 Management of Weight Handling Equipment (WHE) with Change 2 dated 02 Aug 2011
- (l) Naval Sea Systems Command (NAVSEA) S0400-AD-URM-010/TUM Revision 6, Tag-Out Users Manual dated 24 Nov 2009

3.0 REQUIREMENTS

3.1 General

The Contractor shall provide all management, personnel, transportation, materials and all other items and services necessary to provide on-site Prototype Fabrication Shop support services at NSWC PCD, Panama City, FL. Services required are not typical fabrication shop services, but highly complex, varied, and typically require building one of a kind prototypes for the first time.

- (a) The Contractor shall operate mobile equipment such as Government owned pickup trucks, forklifts, small gasoline or electric driven vehicles (i.e. carts), and cranes. All operators shall be licensed and certified in accordance with State of Florida law, NSAPCFLINST 5560.2C, and NSWCPCDINST 5296.2 prior to operating these

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 7 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

vehicles. The Contractor shall provide its personnel with the necessary training and licensing for forklift operators. Contractor personnel required to operate overhead cranes in the shop building shall obtain Category 3 crane operator qualifications per NAVFAC P-307 and NSWPCDINST 5296.1D prior to operating overhead cranes in the building. The training necessary for overhead crane qualification will be provided by NSW PCD within 30 days after award of the contract.

(b) Safety Requirements. Much of the work takes place in shop and warehouse settings which have potential hazards (material handling equipment, machinery, noise, fumes, shavings, welding arcs, etc.). The hazards are reduced through the use of standard operating procedures and safety equipment. The Contractor shall use shop equipment in accordance with NSWPCDINST 5100.34B. The Government will conduct training for Contractor personnel on the safe and proper operation of all shop equipment within 14 days after contract award or prior to first operation of machinery, whichever comes first. The Contractor shall provide its personnel steel toe safety shoes rated to meet the requirements of ASTM F2413 and hardhats meeting the requirements of ISEA Z89.1. Contractor personnel working in the shops are required to wear safety glasses with side shields. The Government will provide non-prescription safety glasses; the Contractor shall provide prescription safety glasses. Contractor personnel working in the shops or at remote sites shall use these protective devices at all times. The Government will assist with annual Fit-Testing of protective devices for Contractor employee(s). The Contractor shall designate a local medical care facility within 30 minutes travel of NSW PCD for care of minor and major injuries. In case of emergencies, the NSW PCD dispensary will provide care until emergency help arrives.

(c) Lockout / Tagout Process. This process applies to all personnel engaged in servicing, repair and installation of NSW PCD machinery, equipment and systems not involving shipboard work. The Contracting Officers Representative (COR) will designate Contractor personnel to perform Lockouts/Tagouts. Lockout/Tagout is performed as follows:

1. Notify all affected personnel that servicing or maintenance is required on a machine or equipment and that the machine or equipment must be shut down and locked out to perform the servicing or maintenance.
2. Verify the type and magnitude of the energy that the machine or equipment utilizes, understand the hazards of the energy, and know the methods to control the energy.
3. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress the stop button, open switch, close valve, etc.).
4. De-activate the energy isolating device(s) so that the machine or equipment is isolated from all energy sources.
5. Lock out the equipment using the energy-isolating device(s) with approved assigned individual lock(s) and appropriately complete an authorized tag, attaching it to the energy-isolating device. Only the authorized person affixing the lockout device to the equipment will remove the lockout device.
6. Affix tags to equipment incapable of being locked out or processes requiring only tagouts. The tag shall indicate the equipment has been disconnected for maintenance and the energy shall not be restored until the authorized person originally affixing the tag to the equipment has removed the tag. If necessary (e.g. energy source is in another room), another person shall "guard" the tagged equipment to ensure that energy is not inadvertently restored.
7. Stored or residual energy (such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
8. Ensure that the equipment is disconnected from the energy source(s) by first checking that no personnel are exposed, then verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate.
9. Check the machine or equipment and the immediate area around the machine to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 8 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

10. Check the work area to ensure all personnel have been safely positioned or removed from the area. Verify that the controls are in neutral or “off” position.

11. When work is complete the authorized person shall remove the lockout device(s) and tags and reenergize the machine or equipment. Note: the removal of some forms of blocking may require re-energization of the machine before safe removal.

12. Notify affected personnel that the servicing or maintenance is completed and the machine or equipment is ready for use.

(d) Work Hours.

Normal shop hours are between 0600-1630 hours. Actual work hours may vary depending on the workload, project requirements, and test schedules; however, the typical work day consists of 8 hours. Coordination with the COR and approval of the Contracting Officer is required for performance outside normal working hours. Contractor personnel shall not work on Federal Holidays unless coordinated with the COR and approved by the Contracting Officer to meet workload or test schedules.

(e) Overtime may be required to meet work schedules or surge requirements. Overtime requests shall be coordinated with the COR and approved by the Contracting Officer in advance of any overtime worked. Access into buildings during these times shall be coordinated with the COR.

(f) For safety reasons, shop personnel shall not work alone. It is intended that Government personnel will be on-site during shop operating hours but if not, the Contractor shall cease operating machinery.

(g) Contractor personnel shall complete all mandatory training for on-base contractors, for example environmental, safety, privacy act, security, and information assurance, as required, within 30 days prior to start of work.

3.2 Project Management Support (CDRL A002, A003)

The Contractor shall provide a Project Manager (PM) responsible for the overall management and performance of this contract. The PM shall be the Contractor’s primary on-site representative and shall have the Contractor’s full authority to act on matters pertaining to the performance of services.

The Project Manager shall:

(a) Meet with Government personnel designated by the Procuring Contracting Officer (PCO) or the COR to discuss problem areas. Ensure close communication and coordinate with the COR, reporting problems to the COR as they occur.

(b) Be available during normal working hours.

(c) Make daily work assignments for Contractor personnel.

(d) Ensure proper usage of government furnished equipment and materials.

(e) Facillitate accurate and timely billing of shop projects. Submit weekly job data sheets for all contractor personnel indicating the labor hours and equipment hours expended broken down by work order number.

3.3 Production Machinery Mechanic Support (CDRL A003)

Support in this area includes maintenance and repairs on mechanical, hydraulic, electrical and electronic components of conventional and non-conventional machine tools and equipment.

The Contractor shall:

(a) Perform general maintenance on a variety of simple and complex machine tools. Typical machines

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 9 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

maintained include: lathes, milling machines, grinders, saws, hydraulic presses, radial arm drill presses, hydraulic brakes, shearing machines, punching machines, plate rolling machines, water jet cutting machine, welding machines, and Computer Numeric Control (CNC) machines.

- (b) Set up a maintenance program for all machine tools in all shops. Oil and lubricate machines, clean machinery, change coolants and hydraulic oils.
- (c) Perform a weekly visual inspection of all shop safety equipment.
- (d) Troubleshoot to determine source(s) of problem and type(s) of repairs needed.
- (e) Research and identify suppliers for parts as required for repairs.
- (f) Maintain stock for regularly used parts on all equipment.
- (g) Work along with factory equipment technicians when required.
- (h) Notify the shop supervisor or work leader of any problems with shop equipment and estimated time when the equipment will be back on line.
- (i) Comply with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements.
- (j) Comply with the tag out procedures as specified in NAVSEA S0400-AD-URM-010/TUM and NSWPCDINST 5100.34B. Work with an electrician to secure or energize power to shop equipment in accordance with shop tag out procedures.
- (k) This task requires the operation of Government vehicles and forklifts.

3.4 Tool Room Support (CDRL A003)

Support in this area includes checking in and out tools from the Central Tool Room; cataloging tools, maintaining records and files, sharpening tools, determining which tools need to be ordered, identifying tool suppliers, and repairing tools for the prototype fabrication shops.

The Contractor shall:

- (a) Check hand tools, power tools and craftsman-related tools in and out of the Central Tool Room.
- (b) Accurately maintain the tool inventory by maintaining files and keeping records of all tools issued and returned to the Central Tool Room.
- (c) Submit requests for new or replacement tools and supplies with suppliers, along with cost estimates to appropriate Government personnel.
- (d) Turn in excess supplies and tools, prepare tool boxes for tradesmen, and properly mark all tools.
- (e) Maintain in working order a wide variety of tools and equipment ranging from simple mechanical hand tools such as wrenches to highly complex tools having pneumatic, hydraulic or electrical characteristics. Determine the need for repair or adjustment and the extent of the required repairs.
- (f) Disassemble tools or equipment to determine defective mechanisms.
- (g) Sharpen drills and check tools for breakage.
- (h) Maintain an adequate inventory of spare tools.
- (i) Comply with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements. Properly store and handle hazardous materials (HAZMAT) and hazardous waste materials.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 10 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (j) This task requires the operation of Government vehicles and forklifts.

3.5 Machining Support (CDRL A003)

The Contractor shall perform machine shop operations such as sawing, turning, milling, grinding, and heat treatment of metallic and non-metallic materials.

The Contractor shall:

- (a) Manufacture parts from castings, forgings, and other raw stocks made of various metals, metal alloys, and other materials.
- (b) Operate various types of conventional and CNC machine tools and their attachments to perform machining operations.
- (c) Interpret drawings and other types of specifications such as sketches, models of parts to be manufactured.
- (d) Apply knowledge of machining processes in performing machining operations such as boring, drilling, planning, milling, and turning on milling machines, radial, or multiple spindle drill presses, shapers, planers, lathes, or equivalent types of conventional or CNC machine tools.
- (e) Plan necessary work sequences, laying out reference points and lines to be followed in the machining processes, plan for and set up the work in the machine, program the cutter path, figure feeds and speeds rates, select and shape metal cutting tools and inserts.
- (f) Perform precision handwork to fit, finish, and assemble machined parts and equipment. Use precision measuring devices and determine what equipment is necessary to complete the task.
- (g) Notify the Government Machine Shop Work Leader, or designated representative, of any technical problems (e.g. drawing interpretation, need for special tool, programming) that may arise with fabrication, prints or time constraints placed on task. Provide oral progress reports daily to the Government Machine Shop Work Leader.
- (h) Receive, handle and sign for certified material.
- (i) Comply with standard Shop policy concerning regular work area cleanliness and weekly cleanups. Shop policy will be provided within 10 days after contract award.
- (j) Store and handle HAZMAT and hazardous waste materials in accordance with NSWPCDINST 5100.33B.
- (k) This task requires the operation of Government vehicles and forklifts.

3.6 Machine Tool Operation Support (CDRL A003)

Key functions include direct support in performing maintenance, machine operation, and trade helper support to the Structural Shop, Paint Shop, Machine Shop, Plastics Shop, and Rigging Shop. Contractor personnel shall be familiar with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements and properly store and handle HAZMAT and hazardous waste materials. This effort directly supports the daily operations of the shops in performing fabricating services and operating various machine tools.

The Contractor shall:

- (a) Gather required materials, cut materials to required length.
- (b) Clean, sandblast, bead blast, sand, grind and make other surface preparations that may be required for machining, welding or painting.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 11 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (c) Operate machinery that has been set up by a journeyman craftsman.
- (d) Participate in moving materials as required.
- (e) Participate in shop clean up and cleaning shop equipment.
- (f) De-burr finished parts.
- (g) Sort and inventory materials.
- (h) Unload shipments.
- (i) Transport materials and parts to and from external vendors.
- (j) This task requires the operation of Government vehicles and forklifts.

3.7 Welding Support (CDRL A003)

Support in this area will include numerous tasks which are dissimilar in nature, but have in common fabrication and assembly of metallic and non-metallic materials or components to make completed assemblies per blueprints in accordance with assigned print tolerances.

The Contractor shall perform the following:

- (a) Lay out parts to include figuring bend allowances, determining what equipment is necessary to complete task, cutting materials to required length, shaping parts to required final dimensions.
- (b) Prepare materials to be welded, fit components to be welded, weld components, visually inspect finished welds to satisfactory standards and prepare to facilitate finish coating.
- (c) Perform all work processes directly related to the welding and sheet metal worker trades. Much of the work performed is on large multi-part projects. The models or equipment are generally non-repetitive or one-of-a-kind in nature and are made from ferrous and nonferrous metals and alloys. The assemblies require close fits and tight tolerances.
- (d) Notify the Structural Shop Work Leader, or designated representative, of technical problems that may arise with fabrication (e.g. drawing interpretation, need for special tool, programming), prints, or time constraints placed on task. Provide oral progress reports daily to the Structural Shop Work Leader, or designated representative.
- (e) Properly receive, handle and sign for certified material.
- (f) Comply with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements.
- (g) Participate in shop clean up and maintain general shop cleanliness standards in assigned work area.
- (h) This task requires the operation of Government vehicles and forklifts.

3.8 Water Jetting and Laser Cutting Support (CDRL A003)

Support in this area includes direct support in performing water jet cutting and laser cutting services. Support in this area will include numerous tasks dissimilar in nature, but have in common water jet or laser machining of metallic and non-metallic materials and components to make completed assemblies per blueprints in accordance with assigned print tolerances.

The Contractor shall:

- (a) Lay out parts to include computer aided drafting of parts.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 12 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (b) Set up and operate waterjet cutting machines and laser cutting machines. This includes:
- Loading raw materials
 - Calculating bend allowances
 - Transferring dimensions from drawings into the machine computer controllers
 - Programming the CNC machines
 - Cutting materials to required dimensions
 - Checking finished dimensions
 - Deburring the finished parts, and forwarding part to subsequent shops to facilitate further machining or assembly.
- (c) Notify the Structural Shop Work Leader, or designated representative, of any technical problems that may arise with fabrication (e.g. drawing interpretations, need for a special tool, programming), prints, or time constraints placed on task. Provide oral progress presorts daily to the Structural Shop Work Leader.
- (d) Participate in shop clean-up and maintain general shop cleanliness standards in assigned work area.
- (e) Comply with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements.
- (f) This task requires the operation of Government vehicles and forklifts.

3.9 Painting Support (CDRL A003)

Support in this area includes direct support in the Paint Shop. This includes numerous tasks which are dissimilar in nature, but have in common prepping for coating and applying finish coatings to metallic and non-metallic materials or components per blueprints in accordance with assigned specifications.

The Contractor shall:

- (a) Determine what equipment and materials are necessary to complete a job.
- (b) Blast and sand to remove old paint, rust or other contaminants from components. Both bead blasting and sandblasting require the use of a respirator even when being done with a blast-cabinet. Paint prep-work such as sanding and grinding also require the use of a respirator.
- (c) Prepare surface(s) for coatings by masking off areas to prevent overspray.
- (d) Apply coating materials (for example, paint, varnish, lacquer, shellac, epoxy resin, and Teflon) on wood, metal, glass, synthetic, concrete, and other surfaces using brushes, rollers, spray guns, and other related methods and techniques on the inside and outside of buildings, aircraft, vessels, mobile equipment, fittings, furnishings, machinery, and other surfaces.
- (e) Apply powder coat coverings, and thermal finishing powdercoat coverings to form a solid shell. Pick up, load and deliver finished assemblies.
- (f) Ensure safety, and good housekeeping rules and procedures are followed.
- (g) Comply with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements
- (h) Participate in shop clean up and maintain general shop cleanliness standards in his/her assigned work area.
- (i) This task requires the operation of Government vehicles and forklifts.

3.10 Rigging Support (CDRL A003)

Support in this area shall include numerous tasks dissimilar in nature, but have in common performing the work necessary for moving and installing large pieces of equipment. Rigging support includes going out to sea on

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 13 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

various vessels on a regular basis. Performance of this effort may entail exposure to the hazards of the weather because 80% of the work is at sea or outdoors. The work is performed in extreme temperatures, wind, rain, etc. and from time to time is exposed to the forces of green water awash of the launch and recovery area during heavy seas. Performance of this effort may also involve being subject to burns and cuts while handling wire, fiber and synthetic ropes. Regular travel may be required and could be for extended periods. Personnel performing rigging support must obtain NAVFAC P-307 certification from the 40 hour NAVFAC P-307 and NSWPCDINST 5296.1D training course as a requirement to be competent to direct the movement of cranes. The NAVFAC P-307 and NSWPCDINST 5296.1D course will be provided by the Government within 30 days after contract award.

The Contractor shall:

- (a) Fabricate slings, bridles, fabric covers, harnesses, wire rope or fiber towing eyes, etc. per blueprints in accordance with assigned engineering drawing tolerances.
- (b) Determine what equipment is necessary to complete the task, cut materials to required size, prep materials, fit components, assemble components to required final dimensions, and visually inspect finished parts to ensure standards and tolerances are met.
- (c) Fabricate and assemble all types of tow wire systems, lifting slings, and pendants. This equipment shall be fabricated by using swaging sleeves, spliced ends, or poured sockets.
- (d) Deploy and recover inert mine fields and underwater cables, and support of testing as required for NSWC PCD project support while deployed on navy or commercial vessels.
- (e) Deploy and recover towed, remotely operated and autonomous underwater vehicles while deployed on Navy or commercial vessels.
- (f) Install or repair rigging on mast, antenna, small boat handling gear, and windless; working aloft as necessary.
- (g) Transport NSWC PCD or Contractor systems, hardware, tools and equipment to various bases and test sites.
- (h) Load test and prepare Weight Handling Equipment (WHE) and lifting hardware for Government certification.
- (i) Operate weight handling equipment and lifting hardware to move heavy, bulky items upon request.
- (j) Fabricate shipping containers.
- (k) Comply with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements
- (l) Participate in clean up and maintain general shop cleanliness standards in assigned work area.
- (m) This effort requires operation of government vehicles, forklifts, and rental trucks.

3.11 Electrician Support (CDRL A003)

Support in this area includes numerous tasks which are dissimilar in nature, but have in common electrical systems support. Performance of this effort has the potential for exposure to electrical shock hazards requiring that Contractor personnel take protective measures to minimize the risk. Performance onboard Navy and commercial vessels may be required.

The Contractor shall:

- (a) Install, modify, maintain, troubleshoot, repair, and test new and existing electrical lines, circuits, systems, and associated fixtures, controls and equipment. Work with:

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 14 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

1. Secondary power distribution lines and circuits used to supply a wide range of voltage, amperage, phase, and multi-phase systems.

2. Thermocouple sensors

3. Emergency warning systems

4. Lighting protection systems

5. High intensity lighting systems with associated controls

6. Alternating current (AC) and direct current (DC) rectification systems

7. Galvanic and impressed current protection systems which prevent corrosion on underground and submerged equipment, conduit, circuits and related electrical equipment.

(b) Determine and place distribution panels, boxes, fittings, and connections and install wiring, couplings, conduit, relays, fixtures, transformers and other electrical devices.

(c) Work with scientists and engineers on components or assemblies, occasionally offering practical suggestions.

(d) Comply with NSWPCDINST 5100.33B regarding Hazardous Waste and Environmental requirements

(e) Participate in shop clean up and maintain general shop cleanliness standards in his/her assigned work area.

(f) This effort requires operation of Government vehicles and a forklift.

3.12 Government Space and Equipment

The Government will provide office space with phones, computers, and network connections with access to printers and fax machines for up to eight (8) Contractor personnel and High Bay, Shop and Assembly space for up to 33 contractor personnel under this order as approved by the NSW PCD Business Operations Department. Specific locations will be provided at time of award of the order. The space provided will be identified as to the company name and individual Contractor employee name.

(a) Access to the Government building is from 0600 – 1630 hours, Monday through Friday. Access to the Government building is limited to those times when Government personnel are present in the building. In the event that NSWPC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWPC instructions for non-essential personnel.

(b) The Government will provide all consumable materials such as paper, printer cartridges, etc.

(c) The Government will provide necessary machinery to perform all the tasks listed in this PWS such as lathes, mills, grinders, saws, blasting equipment, sprayers, water jet cutters, and welding machines.

3.13 MATERIALS PURCHASES

When requested by the COR, the Contractor shall procure material, supplies, tools, equipment, and services necessary to support the operation of the Prototype Fabrication Shops. Typical items include but are not limited to:

(a) Material required for fabrication. The material may be in the form of plate, flat bar, round stock, pipe and other configurations and the material types will include carbon steels, stainless steels, aluminum alloys, and various types of plastics, and many other varieties of material.

(b) Tooling for lathes, mills and other machine tools.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 15 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (c) Welding tools and supplies.
- (d) Hand tools of all types.
- (e) Garnet sand for the waterjet cutting machine.
- (f) Rigging gear of all types.
- (g) Electrical parts and supplies.
- (h) Transportation Services and Rental Trucks or Vans to support paragraph 3.11(g) above when Government vehicles are not provided by Transportation.
- (i) Safety equipment and supplies
- (j) Repair parts and upgrade parts for shop machinery
- (k) Repair and upgrade services for shop equipment.

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval.

Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase.

The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.14 ADDITIONAL SUPPORT FOR FABRICATION SERVICES

As required, the Government may request the contractor to provide additional prototype fabrication services subcontract support as necessary for work that cannot be performed in the NSWC PCD Prototype Fabrication Shops due to workload, delivery date, lack of capacity, or lack of capability. All subcontractors shall be pre-approved by the COR and PCO prior to any orders being issued by the Contractor.

When requested by the COR, the Contractor shall provide additional services as necessary to support the Prototype Fabrication Shops workload. The typical work to be subcontracted includes but is not limited to the following:

- (a) Anodizing and Passivating
- (b) Painting (all types, including Chemical Agent Resistant Coating (CARC))
- (c) Sandblasting
- (d) Machining
- (e) Waterjet Cutting
- (f) Welding and Fabrication
- (g) Fiberglass work

3.15 Travel

Contractor personnel may be required to travel to deployment locations to support this PWS. Anticipated travel locations are from the Contractors facility to Pax River, MD, Norfolk, VA; San Diego, CA; Ft Lauderdale, FL;

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 16 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Sasebo Japan; Yokosuka, Japan; and Bahrain during each year of the period of performance. Travel to any location shall have the concurrence of the COR and approval of the PCO prior to departure. The Contractor shall not exceed funded ODC costs for travel. The Contractor shall submit an itemized list of projected expenses (airfare, lodging per night, per-diem, rental car, if necessary, and miscellaneous expenses) to the Contracting Officer and Contracting Officer's Representative at least 15 working day prior to expected departure.

3.16 Progress Reporting (CDRL A001)

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly. Progress reporting elements include items such as:

- (a) Narrative summary of the work performed and results obtained
- (b) Anticipated activities for the following month
- (c) An explanation of deviations from the last month's projections
- (d) Current or projected problems and issues being worked by the contractor
- (e) Current or projected problems and issues requiring government attention
- (f) Trip Reports for travel performed including highlights, summary of technical discussion(s), action items and a list of attendees

3.17 Quality Control

The Contractor is responsible for ensuring the services provided meet or exceed the requirements of the contract. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, and services under this contract. Complete records of all inspections performed by the Contractor shall be maintained and made available to the Government during contract performance.

4.0 SECURITY

This requirement may require access to classified areas or information up to the **SECRET** level for any personnel assigned as a Rigger under PWS paragraph 3.10. No other personnel assigned will require access to classified information. Performance under this order will not require the Contractor to have to generate or store classified material. However, any reports or documentation resulting from this contract shall not be distributed without formal approval from Naval Surface Warfare Center Panama City Division, Code E43, 110 Vernon Avenue, Panama City, FL 32407-7001 prior to release.

4.1 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DON Central Adjudication Facility.

4.2 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

4.3 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure,

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 17 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

special handling safeguards, or prescribed limits on exchange or dissemination.

4.4 For Official use Only (FOUO)

FOUO is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

4.5 Information Security Guidelines for Protection of Unclassified DoD Information on Non-DoD Systems (per DTM 08-027)

Information Safeguards, below, are applicable to:

- a. Non-public information provided to the contractor (e.g., with the request for proposal);
- b. Information developed during the course of the contract, grant, or other legal agreement or understanding (e.g., draft documents, reports, or briefings and deliverables); and
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

Information Safeguards

- a. Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- b. Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- c. Sanitize media (e.g., overwrite) before external release or disposal.
- d. Encrypt information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
- e. Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- f. Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- g. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- h. Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- i. Provide protection against computer network intrusions and data exfiltration, minimally including the following:

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 18 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.

(3) Prompt application of security-relevant software patches, service packs, and hot fixes.

j. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other agreements.

Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

4.6 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

5.0 GOVERNMENT/CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 19 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this task order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this task order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this task order including the work of its Contractor personnel.

Contractor personnel under this task order shall not:

1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

3) Be used in administration or supervision of Government procurement activities.

4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship.

Accordingly, entitlements and benefits applicable to such relationships do not apply.

1) Payments by the Government under this task order are not subject to the Federal income tax withholdings.

2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.

5) The entire consideration and benefits to the Contractor for performance of this task order are contained in the

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 20 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

provisions for payment under this contract.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

6.0 SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 in the Contractor's basic SeaPort contract; the Contractor shall include the following information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

1) A copy of the proposed Subcontractor's cost or price proposal.

2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort rate caps for the prime Contractor, or in the case where the proposed Subcontractor is also a SeaPort prime, (ii) rate caps that are no higher than the Subcontractor's prime SeaPort contract.

3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.

(b) As required by FAR 15.404-3(b) "the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant. "

(c) T&M pricing arrangements require an accounting system rating of adequate. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

7.0 MANDATORY REPORTING REQUIREMENT

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSWC PCD via a secure data collection site. The contractor is

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 21 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>
. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 22 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- 1) Name and Business address of the Contractor
- 2) Contract number
- 3) Task Order number
- 4) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor

Name of Individual Sponsor

Name of Requiring Activity

City and State

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this Task Order shall carry the following Distribution Limitation Statement. Word-processing files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. Additionally, each diskette delivered shall be marked externally with the statements and proper security classification.

DISTRIBUTION STATEMENT D

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DEPARTMENT OF DEFENSE CONTRACTORS ONLY: ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO THE COMMANDER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, ATTN: CODE E25, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE – For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7 or DOD 5200.1-R, Information Security Program Regulation. For Unclassified, Limited Documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

Any document or portion thereof carrying the above statement must be submitted to NSWC PCD and be approved for public release prior to any public display or presentation.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 23 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 24 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	3/8/2013 - 3/7/2014
6000	3/8/2013 - 3/7/2014

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. Location is dependent upon type of task being performed. All data deliverables shall be in accordance with the schedule as specified in Exhibit A, Contract Data Requirements List.

DURATION OF TASK ORDER PERIOD

This Task Order shall become effective on the date of award and shall continue for a period of one year. In accordance with the QASP, the order may continue for up to two additional years based on the Contractor's performance.

The period of performance for the Award Terms are from date of Award Term extension through estimated 12 months thereafter.

The base period of performance is as follows:

4000	From 8 March 2013 through 7 March 2014
6000	From 8 March 2013 through 7 March 2014

The estimated period of performance for the following Award Terms are as follows:

AWARD TERM 1

4001	From 8 March 2014 through 7 March 2015
6001	From 8 March 2014 through 7 March 2015

AWARD TERM 2

7000	From 8 March 2015 through 7 March 2016
9000	From 8 March 2015 through 7 March 2016

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 25 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the sub contract line item (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

PAYMENT INSTRUCTIONS

In accordance with DFARS Procedures, Guidance, and Information (PGI) 204.7108 (d) (12) - Payment Instructions, the Contracting Officer has determined that other payment instructions apply to this task order. This task order contains contract line items (CLINs) that are funded by multiple accounting classifications for which contract lines items are not broken out into separately identifiable sub contract line items (SLINs), or informational SLINs.

(a) This contract will be funded by multiple accounting classification citations and allotted by SLIN(s) to the main allocation CLIN(s).

(b) Payments shall be made from the accounting classification citations from the specific SLIN(s) in which they are invoiced. Money shall not be moved from one SLIN to another SLIN to pay an invoice.

(c) The Contractor shall cooperatively identify the appropriate SLIN(s) to the Contracting Officer's Representative (COR) prior to submitting invoice.

(d) Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer:

[REDACTED]

Contract Specialist

[REDACTED]

Ombudsman

[REDACTED]

Contracting Officer Representative

[REDACTED]

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 26 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------



Defense Contract Management Agency (DCMA)
DCMA Seattle (S4801A)
188 106th Ave NE, STE 660
Bellevue, WA 98004

Defense Finance and Accounting Services (DFAS)
DFAS Columbus Center, West Entitlement (HQ0339)
P.O. Box 182381
Columbus, OH 43218-2381

NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003); the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for Government Contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide.”

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The Contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
 Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

ISSUE DODAAC	N61331
ADMIN DODAAC	S4801A
PAY OFFICE DODAAC	HQ0339
INSPECTOR DODACC	LEAVE BLANK
SERVICE ACCEPTOR DODAAC	S4801A
SERVICE APPROVER DODAAC	S4801A

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 27 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	HAA721
LPO DODAAC	N61331
INSPECTION LOCATION	SEE SECTION E
ACCEPTANCE LOCATION	SEE SECTION E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

robert.h.moss@navy.mil
angela.maher@navy.mil

(f) The Contractor shall submit invoices/cost vouchers for payment per contract terms and the Government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363. Questions may be sent via email to nswcpd_wawf@navy.mil.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 28 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

TASK ORDER CONTRACT LINE ITEMS (CLIN) FUNDING TABLES

The funding amounts below shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this Task Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount of this Task Order.

Sixty days before the end of the period specified in Section F, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in Section B or otherwise agreed upon, and when the funds will be required.

The Contractor shall only invoice CLINs for expenses that were incurred during the CLIN's period of performance. The period of performance for each CLIN is identified in Section F Deliverables or Performance.

The funding for CLINs 4000 and 6000 has been incorporated as follows:

	From	By	To	Unfunded
Funded Cost (4000)	\$0.00	\$ [REDACTED]	\$ [REDACTED]	\$0.00
Funded Fee (4000)	\$0.00	\$ [REDACTED]	\$ [REDACTED]	\$0.00
Funded ODCs (6000)	\$0.00	\$ [REDACTED]	\$ [REDACTED]	\$0.00
Total	\$0.00	\$ [REDACTED]	\$ [REDACTED]	\$0.00

CLINs 4000 and 6000 are incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The funded amount of \$ [REDACTED] which includes a fixed fee of \$ [REDACTED] is the maximum amount reimbursable under these CLINs prior to its modification to provide additional funds. The amount of \$ [REDACTED] under these CLINs shall not be exceeded until this Task Order is modified to provide additional funding.

The total ceiling for this Task Order is \$ [REDACTED] of which \$ [REDACTED] has been funded. \$0.00 remains unfunded.

Accounting Data

```

SLINID   PR Number           Amount
-----
400001   1300337893           [REDACTED]
LLA :
AA 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001636640

600001   1300337893           [REDACTED]
LLA :
AB 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001636640

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BASE Funding 2294829.37
Cumulative Funding [REDACTED]

MOD 01 Funding 0.00
Cumulative Funding [REDACTED]

MOD 02 Funding 0.00
Cumulative Funding [REDACTED]

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CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 29 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 30 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **197,422** total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0.00 (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **1,265.53** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 31 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The Contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- 1) An explanation of the circumstances necessitating the substitution;
- 2) A complete resume of the proposed substitute;
- 3) The hourly rates of the incumbent and the proposed substitute;
- 4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- 5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 32 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) In the event a requirement to increase the specified level of effort for a designated key labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work; (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

CAPPED RATES

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its SeaPort contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the Task Order awarded as a result of this solicitation.

INSURANCE

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
 \$500,000 per occurrence
 \$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

CERTIFICATION REQUIREMENTS

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 33 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Contractor shall provide personnel who are certified as follows:

RIGGER: Must obtain NAFAC P-307 certification from the 40 hour NAVFAC P-307 course as a requirement to be competent to direct the movement of cranes (specialized course will be provided by the Navy within 30 days after contract award). Must be capable of working aboard a wide variety of ships and craft and at remote test sites for extended periods. Typical support vessels include the Project Support Craft (PSC) boats, the Motor Vessels (MV) Athena I and II owned by NSWC PCD, FSF-1 Seafighter, or other commercial vessels contracted for project support work.

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 34 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(a) Definitions. As used in this clause --

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor --

(1) Agrees not to –

(i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration–

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 35 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (A) Any claim under title VII of the Civil Rights Act of 1964; or
(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or Subcontractor's agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement of for Information Only:
It is not a Wage Determination
Offerors shall not infer minimum or maximum rates or
assume the Government desires the same rates provided below*

PWS PARAGRAPH	CLASS	EMPLOYEE	GRADE	MONETARY WAGE
3.3	23530	Machinery Maintenance Mechanic	WG-10	\$22.71/HR
3.4	21210	Tools and Parts Attendant	WG-05	\$16.31/HR
3.5	23550	Machinist, Maintenance	WG-10	\$22.71/HR
3.5	19040	Tool and Die Maker	WG-13	\$26.64/HR
3.6	19010	Machine Tool Operator	WG-09	\$21.40/HR
3.7	23960	Welder	WG-10	\$22.71/HR
3.8	23553	Machinist	WG-10	\$22.71/HR
3.9	23760	Painter	WG-09	\$21.40/HR
3.10	23850	Rigger	WG-10	\$22.71/HR
3.11	23160	Electrician	WG-10	\$22.71/HR
	21020	Forklift Operator	WG-05	\$16.31/HR

Fringe benefits include paid federal holidays, annual and sick leave, health, dental, optical, and life insurance.

FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 36 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

CONTRACT NO. N00178-07-D-5155	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 02	PAGE 37 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attach J.1 Desired Qualifications for Required Key Personnel

Attach J.2 Quality Assurance Plan

Attach J.3 NSAPCFLINST 5560.2C

Attach J.4 NSAPCFLINST 3140.1B

Attach J.5 NSWPCDINST 5100.33B

Attach J.6 NSWPCDINST 5100.34B

Attach J.7 NSWPCDINST 5296.1D

Attach J.8 NSWPCDINST 5296.2

Attach J.9 NAVFAC P-307

Attach J.10 NAVSEA S-0400-AD-URM-010/TUM

Revised Attachment J.11 DOL WD 2005-3008 Rev 14 dated 6/13/2012

Attach J.12 DD 254

Exhibit A Contract Data Requirements List

Exhibit B Equipment List